

REMARKS

Claims 1-42 are pending in the application. Claims 1, 9, 13, 22, 23, 24, 29 and 30 are currently amended.

Claim Rejections – 35 USC 102

The Examiner rejected claims 1 -42 under 35 USC 102(e) as being anticipated by Kennedy et al (US 6,055,519). Applicants respectfully disagree and submit that the Examiner has not provided a *prima facie* case of anticipation since not all of the elements of the claims are shown in the prior art.

Kennedy teaches a computer implemented system for assisting human or automated planners with negotiation process of sales of goods, see col. 14, lines 34-41:

"The present invention manages the negotiation process and provides human and automated planners with information necessary to effectively plan and schedule the procuring, manufacturing, transportation, warehousing, and shipping operations necessary to deliver requested items. The basic information provided is the state of the negotiation for each order (e.g. whether the order is Requested, Promised, or Accepted)."

Kennedy is configured to support the negotiation process which is operated by the users themselves. Kennedy provides the user with information which could be helpful for planning and tracking the negotiation but does not relate to the user's intentions, objectives and desires or generate requests itself. In contrast, the claims of the present application, as will be described in detail below, refer to the process of negotiation itself in terms of generating or defining requests based on user's intentions.

Nevertheless, applicants have amended claims 1 and 30 to make more explicit what was already implicit. Claims 9, 13, 22-24 and 29 were amended to reflect the changes made in their parent claim.

Claims 1, 30, 38, 40 and 42 are the only independent claims in the application. Applicants will focus their arguments on these claims and submit that the dependent claims are patentable at least by virtue of their patentable parent claims.

Claim 1 has been amended to explicitly recite "generating a merged portion according to said reference to said value in said at least one dispatch, said generating comprising merging at least a portion of said first user intention and at least a portion of said second user intention". This element is neither taught nor suggested by Kennedy.

The data processor in Kennedy does not generate intentions. The requests or promises are generated by the users and Kennedy's system receives the already generated request. Furthermore, the data processor in Kennedy could not generate an intention according to a reference to a value since Kennedy's system is not aware of the desires and objectives of the seller or buyer but rather relates to the specific request only. As described for example in col. 9, lines 45-56, Kennedy's system adds a bureaucratic flag to a request indicating if an agreement was reached or not. This is as far as Kennedy goes with respect to relating to the contents of the requests. There is no hint in Kennedy for referring to the intentions of the users which formalize their objectives and generating a request accordingly.

The Examiner refers to Col. 7, lines 1-15 and 60-65 in Kennedy as allegedly showing a merged intention. Applicants respectfully disagree and submit that the merged intention in this reference is decided by the user and not by the data processor. This is evident from the example of a negotiation in lines 60-65 where the negotiation results in a compromise between the seller and the buyer. The requests in this example are provided and generated by the users and it is the buyer who eventually comes up with a compromise. The system of Kennedy does not take part in

the substance of the discussions; its function focuses on delivering the requests to the other side only.

Thus, claim 1 and its dependent claims are novel and patentable over the cited art.

Similarly, claim 30 as amended recites

- "(a) a plurality of user party modules, including at least a first user party module and a second user party module, each user party module featuring a user intention for determining the relationship, said user intentions respectively featuring a plurality of components in common to be determined for the relationship and respective values, such that a process of negotiation by at least one of said first and second user party modules matches said user intention of said first user party module to said user intention of said second user party module to provide a value agreed between users for said plurality of components; and
- (b) a central server configured for at least initially connecting at least said first user party module to at least said second user party module for performing said direct negotiations to reach said agreed value, said negotiating comprising generating a common user intention by merging of said respective user party intentions."
- (emphasis added)

Claim 30 requires that the negotiation be performed by the user party module which generates a common user intention. This is not discussed in Kennedy where the system receives the fully formed requests from the users.

The Examiner points to Col. 3, lines 60-67 in Kennedy and states that the seller system is equivalent to a central server because the negotiation being without an intermediary. Applicants respectfully disagree. While the seller system in Kennedy comprises of a negotiation engine, it is aware only of the intentions of the seller and does not have any knowledge of the buyer's intentions, except for the explicit and fully formed requests received from the buyer. Accordingly, the seller system in Kennedy cannot generate a common user intention by merging of said respective user party intentions.

Accordingly, claim 30 and its dependent claims are patentable over the cited art.

Independent claim 38 (unamended) recites: "(d) if said first intention is different than said second intention, defining said additional component using said at least one computational device by the first party;"

The Examiner has indicated that this feature is found in col. 6 of Kennedy where the buyer re-issues an altered request or the seller generates a new promise. Applicants respectfully submit that the generation of a new request or promise is simply not part of the system of Kennedy. Kennedy's system receives the altered request and does not define an additional component as recited in claim 38. It is further submitted that Kennedy's system could not define an additional component since in Kennedy the system is aware of the explicit request as issued only and does not have any knowledge of the user's intentions which are not defined in the initial (explicit) request.

Accordingly, claim 38 and its dependent claims are patentable over the cited art.

Claim 40 (unamended) defines a system for negotiating a relationship between user parties and recites: "(c) a unifier, associated with said negotiation control program, configured to unify said user intentions via said intention data structure via said process of negotiation between users to form a merged user intention within said data structure, said merged user intention unifying said respective first and second intentions, therefrom to define the relationship."

The Examiner states that this feature is found in columns 9-10 in Kennedy. Applicants respectfully disagree. In col. 9-10 Kennedy describes how the requests are stored and tagged in the system. There is no teaching or suggestion of a unifier that forms a merged user intention as recited in claim 40.

It is therefore submitted that claim 40 and its dependent claims are patentable over the cited art.

Claim 42 refers to a method of creating a minimizing goal for a level within a goal program and recites:

- "(a) providing a goal program having a plurality of levels, at least some of said levels comprising constraints;
- (b) identifying constraints within a respective level;
- (c) normalizing each of said identified constraints so as to obtain normalized constraints; and

(d) combining said normalized constraints to created said minimized goal for said level."

Firstly, applicants submit that Kennedy does not relate to creating a minimizing goal for a level within a goal program. As discussed above, Kennedy is concerned with managing the negotiating process and does not take part in the actual negotiation process itself and especially not in forming offers and counter offers. Accordingly, Kennedy does not create a minimizing goal as recited in claim 42.

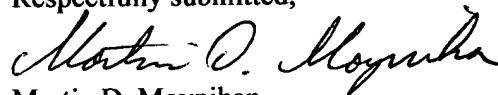
The Examiner rejects claim 42 and states that identifying, normalizing and combining constraints, as recited in claim 42, are found in col. 11-12 of Kennedy. Applicants respectfully disagree and submit that col. 11-12 of Kennedy specify the available promising policies for a buyer, see co. 11, lines 16-18: *"Promising policy" specifies the constraints on offering a Promise for the corresponding Request. The following describes the available promising policies:*" Thus, the constrains of Kennedy can be chosen as one of a given group of constraints. There is no teaching in Kennedy of identifying a constraint within a respective level, nor of normalizing an identified constraint. Moreover, there could be no normalization of an identified constraint in Kennedy since the constraint is one of a predefined listed group. In addition, Kennedy does not teach nor suggests combining normalized constraints for creating a minimising goal.

In view of the arguments above it is submitted that claims 1, 30, 38, 40 and 42 are patentable over the cited art. The remaining claims mentioned in this section of the Office Action are believed to be allowable as being dependent on an allowable main claim.

All of the matters raised by the Examiner have been dealt with and are believed to have been overcome.

In view of the foregoing, it is respectfully submitted that all the claims now pending in the application are allowable. A Notice of Allowance is therefore respectfully requested.

Respectfully submitted,



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Enclosures:

- Petition for Extension (One Month)
- Request for Continued Examination (RCE)